

**PROJECT AGREEMENT  
FOR**

**U.S. PATENT AND TRADEMARK OFFICE**

**MOVING SERVICE CONTRACT**

**52-PAPT-9-01009**

## 1. BACKGROUND AND PURPOSE

The United States Patent and Trademark Office (PTO), Office of Administrative Services (OAS), is seeking to acquire the services of a contractor to supply daily moving and moving related services within the local offices at PTO.

The PTO Fiscal Year 1999 Corporate Plan states is committed to leading the world in providing customers valued intellectual property rights that spark innovation, create customer confidence and promote creativity. In order to provide our customers with the highest level of quality and services, the PTO has embraced several internal priorities. Two that are applicable to this acquisition are implementing reengineered processes and providing services that will assist the PTO's business units to operate more efficiently. To accomplish these priorities, the Office of Administrative Services has a goal to provide a working environment that maximizes the PTO employee's ability to perform his or her mission. Selection of a contractor who can deliver a high performing moving service operation is vital to the successful achievement of this goal.

The PTO will be utilizing a streamlined acquisition process as described in the document entitled Department of Commerce (DOC) Acquisition Process Case for Change available at <http://www.doc.gov/oam/conops>. To successfully implement this acquisition process, the PTO seeks the cooperation of the vendor community in an effort to conduct business fairly, in an atmosphere of integrity and openness. The PTO highly encourages the use of alternative dispute resolution procedures to settle any disagreement resulting from the use of this Project Agreement such as the Department of Commerce's agency level protest procedures, which are included in this Project Agreement by reference. The procedures can be accessed at the following website: <http://www.uspto.gov/web/offices/ac/comp/proc/protest.htm>.

In order to satisfy the needs of all interested parties within PTO, a cross-functional team has been formed. This team is empowered to conduct market research and acquire a contractor who can provide PTO with outstanding services equal to the best in the business.

The Project Agreement serves as a communication link with industry regarding this requirement and also establishes a formal agreement between the project team and the Director of OAS, who serves as the sponsor. This Project Agreement outlines the project objectives, duties of the Project Team, the estimated budget, high-level milestones, and the ground rules associated with this project.

To gain a better understanding of this innovative acquisition process, it is vital to understand where the Government has been and where the Government is going. The Government Performance and Results Act (GPRA) of 1993 was enacted when resources were limited and public demand for services were high. With the potential for adding greatly to Government performance, GPRA forces a shift in the focus of federal agencies away from traditional concerns such as staffing and

activity levels and move toward a single overriding issue: results. GPRA forces agencies to define their mission, establish goals, and determine how those goals will be met. Agencies must establish performance measures, use the information gathered from those performance measures to make improvements, and report on their accomplishments. In keeping with GPRA, any resulting contract will contain performance based measures which emphasize quality as well as customer satisfaction.

## **2. AUTHORITY**

This Project Agreement is hereby authorized by the Associate Commissioner and Chief Financial Officer of PTO and is identified as a requirement under the responsibility of Office of Administrative Services.

## **3. PROJECT OBJECTIVE**

The objective of this acquisition is to select a contractor who will provide all necessary qualified personnel, supervision, management, training, administrative services (e.g., logs, reports, etc.), moving supplies, equipment, and vehicles to effectively fulfill PTO's office move requirements. In meeting this objective, PTO is seeking a Contractor who has had a minimum 36 months experience in the moving services industry and who provides the best overall value to PTO.

The moving and related services required by PTO include those normally found in a commercial type-moving contract. These services include, but are not limited to, padding and packing/crating of items, transporting material to be moved, disassembly of property when necessary, pickup and loading of property at its present location, transporting to destination, delivering property to the designated building/room, and positioning at the new location.

In an effort to maintain customer satisfaction, the project team surveyed key customer groups. The following list outlines a composite of critical success factors which are listed in no order of importance.

### **3.1. CRITICAL SUCCESS FACTORS**

**A. Care in Moving.** Ensure care is taken in moving belongings (e.g. protect furniture, walls, doors, etc. from being marred) thus reducing the need for additional time and cost for rework and repair.

**B. Time Commitment.** Commitment to being prompt, as well as completing projects or assignments within a specified time, regardless of the time that is required to complete.

**C. Ability to Promptly React to Unplanned Events.** Ability to handle unanticipated events (e.g. unexpected delivery of furniture or supplies, arranging a conference room, removing items that could affect the safety or health of employees).

**D. Professional Staff.** Contractor staff is courteous and performs the requested service in a business like manner.

**E. Flexibility.** Contractor is flexible and can accommodate reasonable changes in the scope of a project or assignment, (i.e. assignment indicated a move of 10 chairs, and once at the site there is a need to move 12 chairs).

**F. Multiple Tasks.** Contractor is able to accomplish multiple tasks throughout the PTO facilities.

The Principal Period of Operations (PPO) will be Monday through Friday, excluding Federal holidays, during the hours of 7:30 a.m. to 4:00 p.m. throughout the PTO's Crystal City campus and warehouse facilities. Services that take place outside the PPO will be required on a case-by-case basis and may occur on weeknights, weekends and/or holidays. Examples of the work assignments associated with this requirement are included in Section 3.2 of this Project Agreement.

The PTO's facility consists of 17 buildings in Crystal City, Virginia, with five of these buildings completely occupied by PTO employees. The PTO workforce is made up of approximately 6,500 employees. A map of the entire Crystal City facility is provided in [Attachment 1](#). In addition to the Crystal City location, PTO maintains 2 (two) warehouse/repositories, located in Newington and Springfield, Virginia.

Excluded from the scope of this Project Agreement is the anticipated consolidation move estimated for year 2003, as well as the file repository/consolidation effort.

### **3.2. WORK ENVIRONMENT**

The following information is provided to assist the Offeror in understanding the needs of PTO. Although not presented as minimum requirements, the following listed resources represent the present complement of staff and vehicles associated with the PTO's current daily PPO. Offerors are encouraged to propose innovative approaches to fulfill the needs of this Project Agreement.

### **3.2.1 Resources**

- 9 – material handlers
- 2 – material handlers/drivers
- 2 - working supervisors
- 2 - 26' trucks

### **3.2.2. Assignments**

As in any highly active business environment, the contractor should anticipate the need to accommodate multiple small, last minute move-related requests. Since the nature of the daily/weekly move services varies, the following are examples of assignments that may be performed on a recurring basis, but are not limited to the assignments that may be performed. The Contractor is to ensure each assignment is performed in accordance with instructions from the PTO's task manager.

#### **3.2.2.1. Typical Daily Assignments**

- Movement of 50 to 75 boxes throughout the PTO's Crystal City Campus.
- Three to five conference room/classroom setups for under 60 persons.
- Transport of furniture, equipment, supplies, etc. to and from Crystal City and the PTO's warehouses.
- Two small interoffice moves of less than 5 persons.
- A move of less than 5 persons within the same building.
- Movement of Patent and Trademark application files within the Crystal City facilities. These files are usually transported in tubs or hampers.

#### **3.2.2.2. Typical Weekly Assignments**

- Delivery of 20 to 30 duffel bags containing books and other references material from the Crystal City complex to the Library of Congress.
- Arrange a conference room to accommodate specified setup for 90 or more persons.
- Interoffice move of 6 to 10 persons.
- Pickup of weekly patent issue and deliver to specified Crystal City locations.
- Disposal of sensitive records in accordance with security procedures.
- Twice weekly pickup of surplus furniture from throughout Crystal City for delivery to the warehouses.
- Three weekly deliveries of library books and reference material to locations throughout Crystal City.
- Delivery and setup of 16 skids of shoecases\* from Landover, Maryland warehouse to Crystal City sites.

### **3.2.3. Additional Staff and Scheduled After-Hour Projects/Assignment**

The purpose of this section is to inform the offerors of occasions when (1) additional resources above the normal day to day number of staff will be needed during the Principal Period of Operation (PPO), (2) a need to provide coverage for projects/assignment that may continue beyond the PPO and (3) when after hour projects/ assignments are scheduled. The Contractor will be given an advance notice of projects/assignments requiring this arrangement.

There are occasions when PTO will require the Contractor to obtain additional staff to perform a project during the PPO. The Contractor will be given an advance notice of projects/assignments requiring this arrangement. In addition PTO may require the contractor to continue beyond the PPO to complete an on going project.

Typical examples of after-hour projects/assignments include movement of office furniture, files equipment, etc. for an entire office unit from one office building to another office building and/or moving large volumes of shoescases from one destination to another. In both 1998 and 1999, approximately 1,800 individuals and 8,500 shoescases were moved. The PTO anticipates a reduced volume of after-hour move activities in 2000 and beyond, due to the limited space available within the Crystal City complex.

### **3.2.4. Miscellaneous Mandatory Requirements**

**3.2.4.1. Contractor's Attire:** All employees, including supervisor must wear distinctive clothing that is readily identifiable and of the same color combination. The Contractor's name should be affixed thereon in a permanent or semi-permanent manner such as a badge or monogram.

**3.2.4.2. Investigation Requirements:** Each Contractor employee proposed under this contract may be required to undergo security processing by the Department's Office Security and satisfy non-critical non-sensitive security level requirements before being eligible to work in some sensitive areas.

\*A shoecase is a three-tiered metal or wood cabinet with a base and top, used to store copies of patents. Each tier measures approximately 28" wide, 26" high and is 13" deep. Each tier has 27 drawers and when fully loaded, weighs approximately 250 pounds. The units are stacked three high, but will be moved individually to the point of destination.

#### **4. TEAM MEMBERS**

Members of this Project Team include a Project Team Leader who possesses overall authority and responsibility for the successful accomplishment of the Project Objective and the fulfillment of the terms and conditions of this Project Agreement. The selection and assignment of other team members have been made on the basis of the PTO's cross-functional needs and include warranted procurement officials, as well as program and legal representatives.

#### **5. EMPOWERMENT**

This Project Agreement fully empowers the Project Team to meet the overall Project Objectives and authorizes the Project Team to take all steps necessary for the acquisition. This includes the development of an overall project strategy, an acquisition strategy, and selection of the contractor subject only to the applicable statutory and regulatory requirements. No further authorization is required. The Project Team will update the Project Sponsor on the progress in meeting the Project Objective on a monthly basis and as major milestones are achieved.

#### **6. ESTIMATED BUDGET**

The total estimated budget for meeting the base year of this Project Agreement is \$850,000 dollars. A single award will be made to one offeror, as a result of this Project Agreement.

#### **7. MILESTONES**

If required, a more detailed Statement of Need (SON) will be issued in May 1999. PTO's goal is to have the requirement under this Project Agreement awarded by June 1999.

#### **8. PERIOD OF PERFORMANCE OF THE PROJECT**

The term of the project began in January 1999 when the team was formed, continues through contract performance, and will conclude when close out functions of the contract are completed. The anticipated period of performance of this contract is a one-year base period and (if options are exercised) four one-year option periods.

## **9. SCOPE**

The Project Agreement will be available electronically on the PTO Home Page (<http://www.uspto.gov/go/conops>), under Current Patent and Trademark Acquisition Projects. Phase I (Steps 1 through 3) includes assessments of capability, description of approach and a price estimate in the selection of those capable of meeting this Project Objective. During this Phase, the offerors submissions will be reviewed and an initial down-selection conducted. In Phase II, (Steps 4 through 6) the Project Team may also develop and issue a Statement of Need (SON) based upon the evaluation of the responses to the Project Agreement. As part of the team's evaluation process, the Project Team reserves the right to conduct discussions or may require oral presentation from offerors, if deemed appropriate.

## **10. GROUND RULES FOR THE ACQUISITION/SELECTION PROCESS**

This acquisition will be conducted according to CONOPS as described in Department of Commerce Acquisition Process Case for Change. The PTO intends to communicate openly and frequently with industry throughout the pre-award phase of the acquisition. To promote an equitable and active dialog with all members of private industry who have an interest in responding to the needs of the Government, CONOPS uses electronic communications extensively throughout this solicitation process. This speeds the exchange of information and assures equal opportunity for all respondents. It also encourages openness by making as much information as possible available simultaneously to all parties. This PA, the Statement of Need (SON) questions and answers and any applicable amendments will be posted at: <http://www.uspto.gov/go/conops> (select " Current Patent and Trademark Office Acquisition Projects", then click "Moving Services". Offerors shall be responsible for accessing the Internet web page for any changes to the Project Agreement, which will be posted at this same location.

This acquisition shall be set-aside for 8(a) business concerns. The Standard Industrial Code (SIC) 4212 shall be used.

The following steps will be used in the selection process. However, Offerors are reminded, it may be deemed appropriate to award this contract at any time during, the selection process described below:



## **PHASE I**

### **STEP 1. PUBLISH PROJECT AGREEMENT**

On February 5, 1999 and as amended on February 19, 1999, this requirement was synopsisized in the Commerce Business Daily (CBD). This PA document can be accessed on the project team's home page as indicated above. Questions pertaining to this PA should be submitted by e-mail to [MovingServices@uspto.gov](mailto:MovingServices@uspto.gov), no later than ten (10)-calendar days from the date the PA is published. Questions and answers will be published on the Moving Service home page a minimum of ten (10) calendar days prior to the date responses to the PA are due. The identity of the author for each question will remain confidential.

### **STEP 2. INVITE AND RECEIVE OFFEROR'S SUBMISSIONS**

Offerors who wish to respond to the Government's needs as outlined in this PA are required to submit the following documents:

1. Capability Statement
2. Program Approach
3. Price Estimate
4. Certifications and Representations

### **FORMAT OF OFFEROR RESPONSE TO PROJECT AGREEMENT**

#### **1. Capability Statement**

The Capability Statement shall not exceed eight (8) pages total, inclusive of all offeror attachments. A one-(1) page executive summary, although not required, will not be considered part of the total eight (8) page limit. The Past Performance references are excluded from the page limitation specified in this section. The Capability Statement shall be comprised of the 3 sections identified below. If applicable, any subcontractor or teaming arrangement shall be addressed within the Capability Statement. The provisions of FAR 52.219-14, entitled "Limitation on Subcontracting, Dec. 1996", shall apply to this requirement.

1. Experience: The Contractor shall demonstrate a minimum of thirty-six (36) months prior experience in the moving of standard office machines, office equipment and furniture. Offerors are also required to demonstrate the capability of providing a permanent full time workforce (e.g. laborer hired over a one year duration) and the ability to support an environment that has 3,000 or more employees. Additionally, the Offeror must demonstrate how the experience is relevant to the efforts required by PTO.

2. **Past Performance.** Corporate past performance is the assessment of the future performance based on information obtained from references and other information based on actual past and current performance. Both independent data and information provided by references listed in the offeror's proposal may be used to evaluate past performance. PTO is seeking information from all contracts, which are over the amount of \$250,000.00. The contracts must have been performed within the last three years. A minimum of eight (8) references are required. Offerors are allowed to submit reference of any subcontractor to comprise the required eight- (8) reference(s). If an Offeror is not able to provide 8 (eight) references, the offeror shall certify that the references provided are all those available as of the date of submission and provide reasons why additional reference are not available.

The Offeror is required to complete a "Past Performance Reference" for each contract provided (see [Attachment 2](#) for the sample format).

Any information found to be unreliable may result in a negative rating to the offeror. False information provided will result in the PTO not considering an offeror for award of any resulting contract.

3. **Special Recognition.** Quality recognition, special certifications, and/or recommendations from past customers relating to factors that will sustain the level of service PTO is expecting to acquire.

## **2. Program Approach**

The Offeror's approach (not to exceed eight (8) pages in length) shall reflect the offeror's plan for addressing PTO's objectives listed in Section 3. The offeror shall also provide a description of how it intends to address the work environment specified in Section 3.2, including the number of personnel proposed, types of material and equipment the offeror will use, and number of vehicles to be used to accomplish this requirement. PTO is also interested in learning how each offeror will address the issues listed as critical success factors (Section 3.1). This approach should also include how the Offeror will provide the necessary coverage to maintain continuous support throughout PTO. Offerors are encouraged to submit innovative solutions to achieve the customer's critical success factors. Offerors are advised that the concepts provided in response to this Project Agreement may be incorporated into the SON.

**Quality Control Plan:** In performing the requirements outlined in the Project Objective, the offeror shall provide a description of its plan for Quality Control. The offeror shall identify specific procedures and processes that will ensure that all services set forth in the Project Agreement are met and are consistent with the technical approach as well as the price proposed.

### 3. Price Estimate

PTO anticipates entering into a fixed-price type contract. In addition, PTO anticipates ordering services under the "Additional Support" category on a requirement-type basis. The Offeror's price shall recognize the PTO's preference to obtain a daily permanent workforce during the PPO with the flexibility to acquire additional support services, if needed. The Offeror's fixed portion shall be inclusive of all labor, material, transportation, trucking and any other items (e.g. cellular phone/radios) necessary to perform the services identified in this Project Agreement.

In addition to the fixed price all-inclusive pricing associated with supplying the PTO's daily move operations, the Government requests that Offerors also provide firm-fixed rates for the requirements-type portion that will be utilized when the nature of the moving services being provided are outside the PPO, such as additional staff during (PPO), after the PPO hours during the weekdays, and weekends. The rates specified should include all materials, supplies, and equipment and all direct labor dollars, overhead, G&A, and any other administrative or direct costs associated with the provision of personnel, trucks, and equipment.

The following price matrix is provided to assist the Offeror in the structure of its pricing proposal:

#### Permanent PPO Workforce

Services and other required  
resources.

\$ \_\_\_\_\_  
Base year

\$ \_\_\_\_\_  
Option Year 1

\$ \_\_\_\_\_  
Option Year 2

\$ \_\_\_\_\_  
Option Year 3

\$ \_\_\_\_\_  
Option Year 4

### Additional Support

For the purpose of pricing “Additional Support” the Offeror shall identify each element (e.g. labor category, vehicles, materials and supplies) and its associated rate. The offeror shall provide rates for each of the following periods (1) additional support during the PPO, (2) activities outside the PPO and (3) service on weekends. In order to evaluate the Offerors pricing PTO will apply 1-hour (one) to each hourly rate for each element.

Government Estimates	Offerors Unit	Hourly Rate Base Year	Hourly Rate Option Year 1	Hourly Rate Option Year 2	Hourly Rate Option Year 3	Hourly Rate Option Year 4
Laborer		\$	\$	\$	\$	\$
Materials/ Equipment		\$	\$	\$	\$	\$
Supervisor Labor (if applicable)		\$	\$	\$	\$	\$
Vehicles		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$

**Note:** In order to evaluate the rates, the Offeror shall provide each element for the base year and all option years 1-4. The project team will use the sum of the elements for the base plus option years to evaluate the price for “additional services”

As part of the price estimates, the Offeror shall demonstrate how its price is consistent with its technical approach proposed and meeting the Project Objective stated herein, as well as providing the best overall value to the PTO. Notwithstanding, the Offeror may elect to bid “Additional Support” using other than fixed-price type arrangements (i.e. fixed price or composite rate). If offeror elects to use an alternative approach, Offeror must provide a comprehensive breakdown on how pricing was comprised.

#### **4. Certification and Representations**

Certifications and Representations included within this project agreement (<http://www.uspto.gov/go/conops/pto/current.htm>) shall be completed and submitted with the Capability Statement. The FAR clauses that apply to this requirement are available in [Attachment 3](#).

### **STEP 3. REVIEW OFFEROR'S SUBMISSIONS, IDENTIFY VIABLE APPROACHES, AND CONDUCT INITIAL DOWN-SELECTION**

The purpose of this initial review is to identify viable approaches and determine a manageable number of offerors with the best opportunity for award. The evaluation factors that will be utilized for this step are:

1. Experience/Past Performance
  - Specific relative experience in the same or similar type of service required in this project agreement.
  - Customer satisfaction with contractor's performance.
2. Program Approach
  - Offeror's degree of understanding of the critical success factors, the Projective Objective and requirements listed throughout Section 3.
  - Offeror demonstrates realistic implementation for all areas of activities required in the Project Agreement.
  - Offeror's resourcefulness in demonstrating an innovative approach, which addresses the Projective Objective and requirements listed throughout Section 3.
3. Price
  - Realism, appropriateness and completeness of price proposal.

The first factor (1) Experience/Past Performance is more important than factor (2) Program Approach, and together these factors are significantly more important than factor (3) Price. Separately, factors 1 and 2 are more important than factor (3). All sub-elements within a factor are of equal weight. Factor (3) will not be scored but will be evaluated. As proposals become more technically equal price will become more important.

Upon completion of evaluation, offerors not viewed as having the best opportunity for award will be encouraged to voluntarily withdraw from the selection process. In accordance with FAR Part 15.306, these offerors will be promptly notified and if requested within the time frame allowed by the FAR, they will receive a timely debriefing on the results of the evaluation. Prior to award, those offeror who receive a debriefing will be unable to continue to Phase II.

Offerors who fail to submit all information requested in the PA by the due date will be considered "non-responsive" and will not be considered for further evaluation.

The Government reserves the right to make a determination of award based on the evaluation of the initial submissions. Therefore, the offeror's initial proposal should contain their best terms from a price and technical standpoint.

## **PHASE II**

### **STEP 4. ISSUE STATEMENT OF NEED (SON)**

After the initial down-selection, the project team may issue a SON, if required, to those offerors who remain under consideration. The SON will provide instructions for additional submissions and /or oral presentations.

The SON may include instruction and guidance regarding preparation for oral presentations. Oral presentations may not take place until after responses to the SON are received. If oral presentations are conducted, Offerors will be contacted in advance to schedule a date and time for their presentation. PTO may conduct oral presentation with offerors in an effort to determine which offeror has the best understanding of PTO's requirements. Oral presentations will be evaluated according to the criteria listed under "Program Approach" on page 12.

PTO intends to award a contract without discussions. However, if a competitive range is made, the project team will enter into discussions with the remaining vendors. As a result, offerors remaining under consideration will be advised of weaknesses and/or deficiencies existing in their proposal and will be given an opportunity to incorporate necessary enhancements into their response to the SON.

### **STEP 5. RECEIVE PROPOSALS BASED ON STATEMENT OF NEED (SON)**

Those offerors remaining under consideration will be given the opportunity to submit a proposal in response to the SON.

### **STEP 6. MAKE BEST VALUE DETERMINATION AND FURTHER DOWN SELECTIONS**

The Project Team will use a best value evaluation to determine which offer is most advantageous to the PTO. In making this selection, the Project Team will select the solution that offers the best value to the PTO, price and other factors considered.

The Project Team will also identify risks, benefits, and the likelihood of success associated with each proposal.

## STEP 7. AWARD CONTRACT

Once the project team reaches consensus based on the stated evaluation criteria, an award will be made, and the remaining offerors will be promptly notified of the selection. If a request is made within the time frame allowed by the FAR, offerors will receive a timely debriefing on the results of their evaluation.

## STEP 8. MANAGING FOR RESULTS

The project team will be responsible for administering any resulting contract. Once the contract is place, team members will consult with the contractor throughout the "Managing For Results" phase in order to exchange ideas and feedback regarding the performance of the newly awarded contract.

## 11. PROPOSAL REQUIREMENTS

An original and five (5) copies of the proposal shall be submitted in paper form and on 3.5" High Density Diskette, formatted for IBM compatible personal computers, in Microsoft Word 6.0. Proposal pages shall be formatted for "8 ½ by 11" white, non-textured paper and single-spaced. Margins shall be one (1) inch on all sides. The type for all documents submitted (including charts and graphs) shall be black, shall not exceed twelve (12) characters per linear inch or be smaller than twelve (12) point and shall not exceed six (6) lines per vertical inch. All documents shall be received no later than **April 26, 1999 by 2:00 P.M. EST**, in the U. S. Patent and Trademark Office, Office of Procurement to the Attention of Muriel A. Brown/Joan Hanicak. All documents shall be delivered as a single package and the container should also clearly state the solicitation number. Depending on the mode of delivery, Offerors' response shall be addressed as follows:

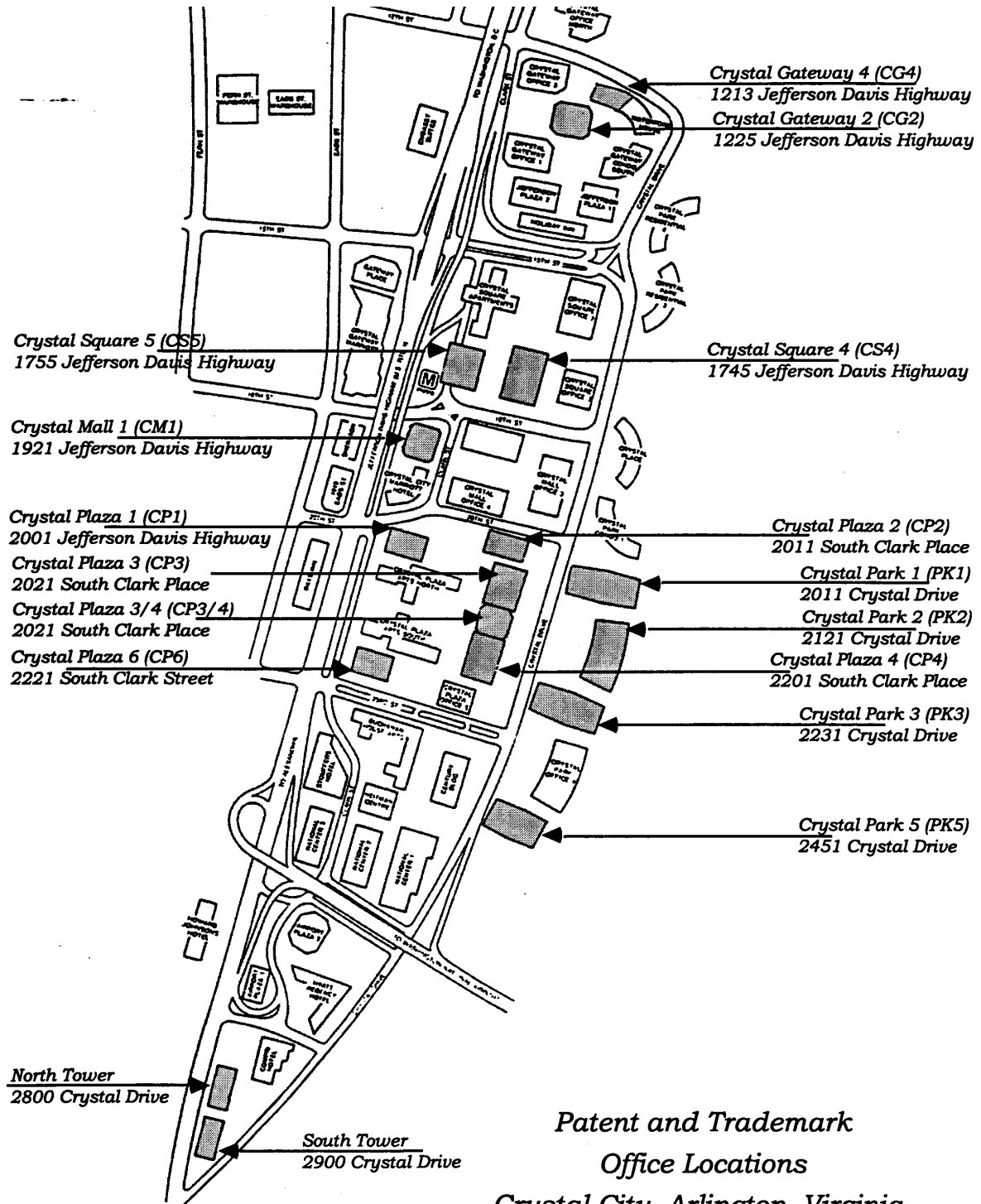
<b>U.S. Postal Service</b>	<b>Courier or Express Mail Service</b>
U.S. Department of Commerce Patent and Trademark Office Office of Procurement Box 6 Washington, DC 20231  ATTN: Muriel A. Brown	U.S. Patent and Trademark Office Office of Procurement 2011 Crystal Drive, PK-1, Suite 810 Arlington, VA 22202  ATTN: Muriel A. Brown

## 12. INCUMBENT CONTRACTOR

Moving Service Contract, Contract No. 50-PAPT-8-00021, with P&W Surplus Office Movers, 12189 Balls Ford Road, Manassas, Virginia 20190.

# ATTACHMENT 1

# CRYSTAL CITY MAP





**ATTACHMENT 2****Past Performance Reference(s)**

Please provide responses to the following questions and provide the information on this form or in this format for each contract identified. Provide frank, concise comments regarding your performance on the contracts you identify. If more space is required, please use continuation sheets, up to three (3) sheets per questionnaire.

**A. Offeror Name:** \_\_\_\_\_

**B. Contract Number:** \_\_\_\_\_

**C. Contract Value:** \_\_\_\_\_  
(Including all option periods)

**D. Contract Type:** \_\_\_\_\_

**E. Period of Performance:** \_\_\_\_\_  
(Including all option periods)

**F. Brief Description of Effort.**

*(Please highlight portions considered most relevant to the requirements of this solicitation.)*

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**G. Points of Contact** *(It is essential that current information on both individuals be provided).*

**1. Program Manager:**

**Name:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**2. Contracting Officer or Equivalent:**

**Name:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**H.** Address any management, business, cost, scheduling issues, and problems or challenges encountered and state how they were resolved.

**J.** Indicate the average number of supervisors, laborers, equipment and vehicles used while working on this contract and indicate the types of services that were performed.

**K.** Specify any Government or other awards or recognition for performance of this program and specify any special achievements received on this program.

**ATTACHMENT 3**

**Supplemental FAR Clauses**  
**MOVING AND MOVING RELATED SERVICES**

Following are supplemental clauses applicable to the submission of proposals and award for the Moving and Moving Related Services acquisition. All referenced Federal Acquisition Regulation (FAR) clauses are incorporated by reference in the Project Agreement/Solicitation and have the same force and effect as if they were given in full text. The full text of referenced FAR clauses may be accessed at (<http://www.arnet.gov/far>).

PART II - CONTRACT CLAUSES  
**SECTION I - CONTRACT CLAUSES**

**I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far>.

**1.FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

NUMBER	TITLE	DATE
52.202-01	Definitions.	OCT 1995
52.203-03	Gratuities.	APR 1984
52.203-05	Covenant Against Contingent Fees.	APR 1984
52.203-06	Restriction on Subcontractor Sales to Government.	JUL 1995
52.203-07	Anti-Kickback Procedures.	JUL 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	JAN 1997
52.203-12	Limitation on Payment to Influence Certain Federal Transactions.	JAN 1990
52-209-06	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	JUL 1995
52.214-34	Submission of Offers in the English Language.	APR 1991
52.214-35	Submission of Offers in U.S. Currency.	APR 1991
52.215-01	Instruction to Offerors-Competitive Acquisition.	OCT 1997
52.215-14	Integrity of Unit Prices.	OCT 1997
52-216-21	Requirements.	OCT 1995
52-217-09	Option to Extend the Term of the Contract.	MAR 1989

NUMBER	TITLE	DATE
52.219-08	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns.	OCT 1997
52.219-11	Special 8 (a) Contract Conditions.	FEB 1990
52.219-14	Limitation on Subcontracting.	DEC 1996
52.219-17	Section 8 A) Award.	DEC 1996
52.219-18	Notification of Competition Limited to Eligible 8 (a) Concerns.	JAN 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance Review	APR 1984
52.222-26	Equal Opportunity.	APR 1984
52.222-28	Equal Opportunity Preaward Clearance of Subcontracts.	APR 1984
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.	APR 1998
52.222-36	Affirmative Action for Handicapped Workers.	APR 1984
52.222-37	Employment Report on Disabled Veterans and Veterans of the Vietnam Era.	JAN 1998
52.222-41	Service Contract Act of 1965, as Amended	MAY 1989
52.222.42	Statement of Equivalent Rates for Federal Hires.	MAY 1989
52.222-43	Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts.	MAY 1989
52.223-02	Clean Air and Water.	APR 1984
52.223-06	Drug-Free Workplace.	JAN 1997
52.223-14	Toxic Chemical Release Reporting.	OCT 1996
52.225-11	Restriction on Certain Foreign Purchases.	OCT 1996
52.228-05	Insurance—Work on a Government Installation.	JAN 1997
52.229-03	Federal, State, and Local Taxes.	JAN 1991
52.229-05	Taxes-Contracts Performed in U.S. Possessions or Puerto Rico.	APR 1984
52.232-01	Payments.	APR 1984
52.232-08	Discounts for Prompt Payment.	May 1997
52.232-17	Interest.	JUN 1996
52.232-18	Availability of Funds.	APR 1984
52.232-23	Assignment of Claims.	JAN 1986
52.232-25	Prompt Payment.	JUN 1997
52.232-33	Mandatory Information for Electronic Funds Transfer Payment.	AUG 1996
52.233-01	Disputes.	OCT 1995
52.233-03	Protest after Award.	AUG 1996
52.237-02	Protection of Government Buildings, Equipment, and Vegetation.	APR 1984
52.242-13	Bankruptcy.	JUL 1995
52.243-01	Changes - Fixed Price.	AUG 1987
52.245-01	Property Records.	APR 1984
52.245-02	Government Property (Fixed-Price Contracts).	DEC 1989
52.245-19	Government Property Furnished "As Is".	APR 1984
52.246-04	Inspection of Services – Fixed Price	FEB 1992
52-248-01	Value Engineering.	SEP 1996
52.249-08	Default (Fixed-Price Supply and Service).	APR 1984

NUMBER	TITLE	DATE
52.249-02	Termination for Convenience of the Government (Fixed-Price	SEP 1996
52.249-14	Excusable Delay.	APR 1984
52.251-01	Government Supply Sources.	APR 1984
52.252-02	Clauses Incorporated by Reference.	JUN 1988
52.252-06	Authorized Deviations in Clauses.	APR 1984
52.253-01	Computer Generated Forms.	JAN 1991

## SERVICE OF PROTESTS

As stated in the Project Agreement/Solicitation, the Government requests that any disputes arising before award be resolved informally through discussion or by use of agency protest procedures.

The complete procedure for filing an agency protest is available at website <http://www.uspto.gov/web/offices/ac/comp/proc/protest.htm>.

If a protest is filed with the General Accounting Office (GAO), a complete copy of the protest and all attachments shall be served upon the Contracting Officer and the Contract Law Division of the Office of General Counsel within one day of filing with GAO.

## SECTION K - CERTIFICATIONS AND RERESENTATIONS

### K.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <http://www.arnet.gov/far>.

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.203-11	Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions	APR 1991
52.222-21	Certification of Nonsegregated Facilities	APR 1994

### K.2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and shall not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or shall be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

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[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

1. As an agent, has not personally participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

### K.3 52.204-3 TAXPAYER IDENTIFICATION (JUN 1997)

#### (a) Definitions.

"Common parent," as used in the solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in 4.903, the failure or refusal by the offeror to

furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_.

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of a Federal, state, or local government;

\_\_\_ Other. State basis. \_\_\_\_\_

(d) Corporate Status.

\_\_\_ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

\_\_\_ Other corporate entity;

\_\_\_ Not a corporate entity;

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

\_\_\_ Name and TIN of common parent:



Name \_\_\_\_\_

TIN \_\_\_\_\_

#### K.4 52.204 -5 WOMEN-OWNED BUSINESS (OCT 1995)

(a) Representation. The offeror represents that it is \_\_\_\_ is not \_\_\_\_ a women-owned business concern.

(b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

#### K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are \_\_\_\_ are not \_\_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have \_\_\_\_ have not \_\_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \_\_\_\_ are not \_\_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has \_\_\_\_ has not \_\_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

1. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

2. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### K.6 52.215-6 TYPE OF BUSINESS ORGANIZATION (OCT 1997)

The offeror or respondent, by checking the applicable box, represents that--

(a) It operates as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture; or

(b) If the offeror or respondent is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in

\_\_\_\_\_ (country).

**K.7 52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or quotation.

(b) If the offeror or respondent checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance Name and Address of Owner

(Street Address, City, and Operator of the Plant

County, State, Zip Code) or Facility if Other than

Offeror or Respondent

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**K.8 52.219-1 SMALL BUSINESS CONCERN REPRESENTATION (FEB 1998)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is 2471.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it is \_\_\_ is not \_\_\_ a small business concern.

1. (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is \_\_\_ is not \_\_\_ a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is \_\_\_ is not \_\_\_ a women-owned small business concern.

(c) Definitions. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.\*

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Woman-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

#### Certifications and Representations

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

#### K.9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that -

(a) It has \_\_\_\_ has not \_\_\_\_ participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It has \_\_\_\_ has not \_\_\_\_ filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

#### K.10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it \_\_\_\_ has developed and has on file, \_\_\_\_has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it \_\_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

#### K.11 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is \_\_\_\_ is not \_\_\_\_ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.  
Certifications and Representations

#### K.12 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.-

1.By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)-

\_\_\_\_ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

\_\_\_\_ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

\_\_\_\_ (iii) The facility does not meet the reporting thresholds of toxic

chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\_\_\_\_\_ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or

\_\_\_\_\_ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

#### K.13 52.225-8 BUY AMERICAN ACT--TRADE AGREEMENTS ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 1994)

(a) The offeror hereby certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

#### Certifications and Representations

(b) Excluded End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

(c) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated

country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(1) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program:"

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(Insert line item numbers)

(2) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

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(Insert line item numbers)

(d) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation.

#### **K.14 CERTIFICATION**

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_